

**Scope of Work and  
Equipment Specifications  
for  
Statewide Highway Maintenance Equipment  
RFX 32110-9469  
State of Tennessee  
Department of General Services  
Central Procurement Office**

## Table of Contents

Section One: General Solicitation Instructions .....	3
1.1 Purpose.....	3
1.2 Key Outcomes.....	3
1.3 Scope.....	3
1.4 Contracting Approach.....	3
1.5 Methodology .....	3
1.6 Authorized Distributors/Dealers .....	3
1.7 Current Environment.....	3
Section Two: Specifications.....	4
2.1 General Requirements.....	4
2.1.1 Authorized Distributors/Dealers Account Manager.....	4
2.1.2 Manufacturer Build-Out / Order Deadlines.....	4
2.1.3 Federal and State Standards.....	4
2.1.4 Equipment Warranty.....	5
2.1.5 Recall Notices.....	5
2.2 Equipment Ordering.....	5
2.2.1 Electronic Transmittal of Request for Quote per Specifications.....	5
2.2.2 Request for Quote per Specifications.....	5
2.2.3 Equipment Ordering.....	5
2.3 Equipment Delivery.....	6
2.3.1 FOB Destination.....	6
2.3.2 Hour Meter Reading .....	6
2.3.3 Delivery & Pre-Delivery Inspection .....	6
2.3.4 Documentation.....	6
2.4 Equipment Pricing.....	6
2.4.1 Equipment Pricing (See Attachment C, Mandatory Pricing Form).....	7
2.4.2 Equipment Base Invoice.....	7
2.4.3 Optional Equipment.....	7
2.4.4. Authorized Distributor/Dealer/ Manufacturer Discounts, Incentives & Rebate.....	7

## Section One: General Solicitation Instructions

---

### 1.1 Purpose

The State of Tennessee is seeking to establish a statewide contract to establish a source or sources of supply for the acquisition of highway maintenance equipment for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). Contract(s) resulting from this Invitation to Bid (RFX) shall be required use by state agencies and permissive use for all Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies. Manufacturer/Dealer(s) agree to furnish the specified equipment to all authorized contract users at the same price and under the same terms and conditions offered in this response.

The State of Tennessee invites all Authorized Distributors/Dealers, in association with their manufacturers, to extend their most favorable percentage off catalog pricing to the State, its agencies and political subdivisions. The State has determined that responses will be considered from manufacturers that provide a percentage off catalog pricing as defined in Section 2.4 of this solicitation on standard equipped Highway Maintenance Equipment and all factory installed options. The State also intends to take all incentives, rebates and optional equipment discounts offered by the manufacturer at time of purchase. While the State intends to take future incentives, rebates, and discounts, possible future incentives cannot be evaluated for award.

### 1.2 Key Outcomes

The State of Tennessee wishes to contract with Authorized Distributors/Dealers, in association with OEM Manufacturers, whose responses best meet the key outcomes established in this section. In pursuing this contract the State seeks to accomplish the following:

1. Establish a comprehensive, cost effective program for the acquisition of highway maintenance equipment.
2. Establish a broad network of Authorized Distributors/Dealers, representing a broad spectrum of equipment manufacturers, able to meet state needs for highway maintenance equipment.
3. Expand access to the entire lineup of manufacturer equipment makes and models.
4. Meet State and Federal "green" requirements
5. Simplify pricing and contract terms to drive cost savings for highway maintenance equipment acquisition.

### 1.3 Scope

This Invitation to Bid (RFX) covers ALL model year equipment including alternative fuel equipment currently under production or that will be placed into production by manufacturers under each manufacturer's program. All manufacturers are invited and encouraged to submit a response. Heavy equipment covered by this solicitation, and any resulting contract, shall include Sweepers, Pavers, Rollers, Excavators, Skid Loaders and Option packages, Mulchers, Message and Arrow Boards. This includes Hybrids, Electrics, Flex Fuel Equipment (FFE), Compressed Natural Gas (CNG), Liquefied Petroleum Gas (LPG), and other Alternative Fuel Vehicles (AFV).

The introduction of any new models or series by the manufacturer, not initially included in a contract shall be incorporated into the contract when introduced by the manufacturer.

This RFX and subsequent contracts awarded from this RFX are for equipment purchases only. Leasing of equipment is not a part of this RFX and will not be part of the resulting contracts.

### 1.4 Contracting Approach

The State intends to award multiple contracts to all responsive and responsible Authorized Distributors/Dealers per OEM manufacturer per Category, in each category to this RFX. (See Special Terms and Conditions: (23) Multiple Award Per Authorized Distributors/Dealers Per OEM Manufacturer Per Category)

### 1.5 Authorized Distributors/Dealers:

Authorized Distributors/Dealers that submit a proposal on behalf of their OEM(s) should submit a letter of authorization from each OEM Manufacturer being offered in response to this ITB stating the following:

- a) They are an authorized distributor/dealer, and are authorized to offer the manufacturer's "entire product line" as part of their response to this ITB.
- b) They will have the OEM manufacturer's full support in providing equipment and services to the State of Tennessee and any other local government participant.

### 1.6 Current Environment

The following are estimates of what the State spent from November 2013 through November 2015. These estimates are based on previous usage and are not to be considered by the Authorized Distributors/Dealers as a commitment by the State to purchase any specific equipment. All quantities are estimates only and the State shall not be obligated to purchase a minimum quantity of equipment. Quantities are not guaranteed.

Machine Categories	Estimated Purchases
Sweepers – Self Propelled May be purchased with Plow Attachment	8
Paver, Tracked	1
Paver, Rubber Tire	1
Rollers, Steel Wheel (3 Ton)	3
Excavators, Telescopic Boom- Truck Chassis-Rubber Tire	1
Skid Loader (Wheeled)	2
Skid Loader (Tracked)	4
Skid Loader- Forestry Mulcher Package, Planer Attachment	1
Mulcher, Self-Propelled- Tractor/Equipment Mounted	1
Message Board, Trailer Mounted, Solar Powered	2
Arrow Board, Trailer Mounted, Solar Powered	6

## **Section Two: Specifications**

### **2.1 General Requirements**

#### **2.1.1 Authorized Distributors/Dealers Account Manager**

Each contracted Authorized Distributors/Dealers shall be responsible for identifying a single point of contact that will be the Account Manager for the State contract. The Account Manager will be responsible for:

- A. Receiving electronic transmittal of equipment specifications
- B. Coordinating responses to Customers

- C. Assisting Customer with ordering of equipment as may be necessary
- D. Assisting Customer with contract as may be necessary
- E. Coordinating with the State Contract Manager as may be necessary

Authorized Distributors/Dealers may wish to provide information for a secondary contact at their dealership who will act as a backup to the Account Manager should the Account Manager be unavailable for any reason.

Authorized Distributors/Dealers wishing to provide this information should do so when submitting their response and should keep the State Contract Manager updated as to any changes to these contacts.

### 2.1.2 Federal and State Standards

It is the intent of the State of Tennessee that all specifications herein are in full and complete compliance with all United States of America and State of Tennessee laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, and/or Environmental Protection Agency Standards, including any Engine Tier Standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the State Contract Manager immediately to rectify.

### 2.1.3 Equipment Warranty

The Standard OEM Manufacturer Warranty shall apply to all models. A properly executed warranty must be delivered with the equipment. The warranty shall not become effective until the unit is delivered. The warranty shall not be affected by any aftermarket equipment installed on the delivered equipment, including paint. For warranty of aftermarket equipment and/or paint, Authorized Distributors/Dealers may utilize a third party warranty to meet this requirement.

### 2.1.4 Recall Notices

Authorized Distributors/Dealers shall notify the State within 24 hours of any equipment recall due to safety-related defects, lack of compliance with federal safety standards or failure to meet federal emissions standards, whether ordered by the manufacturer or the Nation Safety Council (NSC), or the American National Standards Institute (ANSI). Upon notification, Authorized Distributors/Dealers shall work with the State to develop a remediation plan to correct the problem for equipment affected by the recall purchased under the contract in a timely manner.

## 2.2 Equipment Ordering

The following describes the ordering process that customers will be required to utilize when purchasing equipment through this contract. Exceptions to the process may be provided in certain circumstances to be determined on a case-by-case basis by the Central Procurement Office.

### 2.2.1 Electronic Transmittal of Request for Quote per Specifications

The Customer shall electronically transmit approved equipment specifications to awarded Authorized Distributors/Dealers in the region where the equipment will be delivered. Specifications shall include the following information:

- A. Detailed equipment Specifications
- B. Equipment Delivery Requirements/Schedule
- C. Equipment Delivery Location

Electronic transmission of the specifications may be provided through e-mail or through use of a secure website provided by the Dealer.

### 2.2.2 Request for Quote per Specifications

Upon receipt of a request for quote that includes equipment specifications from the Customer, Authorized Distributors/Dealers shall have up to 72 hours to electronically transmit a quote to the Customer including the following information:

- A. Equipment being proposed to meet specification;
- B. Detailed equipment specifications;
- C. Detailed list of optional equipment and/or manufacturer/third party installed equipment that must be added to meet specification;
- D. Estimated delivery date of equipment (If a certain delivery timeframe is required by the State it will be included in the request for quote)

In addition, Authorized Distributors/Dealers shall provide detailed pricing for the proposed equipment/s, including the following information:

- A. Base equipment invoice pricing (If multiple equipment is being requested, volume discount pricing should be provided);
- B. Invoice pricing for all optional equipment (as required);
- C. Invoice pricing for all manufacturer installed equipment (as required);
- D. Volume incentives being offered;
- E. Manufacturer and/or dealer incentives being offered;
- F. Net Invoice Pricing for equipment (Catalog pricing less percentage discount);
- G. Total cost of equipment.

Electronic transmission of the quote back to the customer may be provided through e-mail or through use of a secure website provided by the Dealer.

### **2.2.3 Equipment Ordering**

During the life of this contract/s after receipt of all OEM Manufacturer price sheets, the Customer shall review all pricing to verify that the quotes meet the provided specifications. The Customer will then make a determination as to which equipment to order. Customer shall then place a Purchase Order with the Authorized Distributors/Dealers in the prescribed method for the equipment that has been identified as the best option to the customer.

Authorized Distributors/Dealers shall provide ordered equipment with all manufacturer equipment offered as standard equipment for each model, and shall not delete options at time of order.

Electronic transmission of the Purchase Order may be provided through e-mail or through use of a secure website provided by the Authorized Distributors/Dealers.

## **2.3 Equipment Delivery**

### **2.3.1 FOB Destination**

All deliveries of equipment purchased under this contract shall be FOB Destination. Delivery destination will be at the discretion of the Customer.

### **2.3.2 Hour Meter Reading**

All equipment must be new. Demonstration, lease or rental models are not acceptable. The maximum hours allowable for any equipment to be considered acceptable shall be 20 hours.

### **2.3.3 Delivery & Pre-Delivery Inspection**

Prior to delivery of any equipment, the dealer should make arrangements with the ordering entity for the purpose of scheduling delivery and conducting an inspection of the equipment. All equipment is subject to inspection to establish conformity to specifications prior to acceptance. Equipment shall be ready for immediate operation. Pre-delivery servicing and adjustments shall include, but is not limited to, the manufacturer's recommendations as well as the following:

- A. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;

- B. Check / Fill all fluid levels to assure proper fill;
- C. Adjust engine(s)/motor(s)/drive(s) to proper operating condition(s);
- D. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- E. Inspect electrical, braking and suspension systems; Charge battery
- F. Inflate tires to optimal pressure
- G. Fuel tank shall have a minimum of a quarter tank of appropriate fuel at time of delivery.
- H. Equipment must be clean and thoroughly detailed prior to delivery. Equipment must be delivered free of any decal or other attached item identifying the dealer. The equipment is expected to be completely cleaned and operational at the time of delivery/pickup.
- I. All factory defects must be corrected prior to delivery
- J. Two (2) pre-tested keys when applicable. The equipment key code must be provided, attached to the keys

#### 2.3.4 Documentation

The following items should be delivered with each equipment purchase:

- A. Completed Pre-Delivery Inspection Form
- B. Operators (owners) Manual
- C. Manufacturer's Warranty Information
- D. Authorized Distributor/Dealer Specification Quote (when applicable)
- E. State Supplied Purchase Order
- F. Authorized Distributor/Dealer Invoice

Alternatively, Customer may request that the above items be delivered to a central location or office prior to equipment delivery.

### 2.4 Equipment Pricing

#### 2.4.1 Equipment Pricing

Equipment pricing paid by Customers under this contract shall be Percentage Discount from the OEM Government Pricing Catalog. Percent Discount will be fixed for the entire term of the contract.

Invoice Pricing is calculated as follows:

Cost Component	RFX Reference	Brief Description	Impact to Cost (Add/Subtract)
<b>OEM Governmental Catalog Base Price</b>	2.4.2	The Catalog price shall be the Governmental MSRP List Price of the standard equipped model.	N/A
<b>Accessories/Optional Equipment</b>	2.4.3	Accessories/Optional Equipment selected by the Customer as part of their specification	Add
<b>Manufacturer Percentage Discounts, Incentives and Rebates</b>	2.4.4	Any percentage discounts, incentives or rebates offered by the Manufacturer, Authorized Distributors/Dealers or Both for standard equipment, accessories/optional equipment or for volume purchased.	Subtract

#### 2.4.2 Catalog Base Price

The OEM Governmental Catalog Base Price of the equipment will be the starting cost for all equipment purchases under this contract. The OEM Governmental Base Catalog price shall be the Governmental MSRP List Price of the standard equipped model.

#### 2.4.3 Accessories/Optional Equipment

Any accessories/optional equipment selected by the Customer and installed by the Manufacturer/ Authorized Distributors/Dealers dealer shall be provided at the catalog price.

#### 2.4.4 Dealer and Manufacturer Discounts, Incentives & Rebates

The State intends to take all available discounts, incentives and rebates, offered by the Manufacturer, the Authorized Distributors/Dealers, or both, including any volume incentive rebates, government response assistance, incentives, standard equipment discounts, optional equipment discounts, and all other discounts offered to the ordering entity by the manufacturer. These discounts shall be quoted in the Request for Quote per Specification stage of the ordering process. Where discounts may not be able to be taken together due to specified restrictions, Authorized Distributors/Dealers must seek to identify the package of discounts that is most beneficial to the State.